

1 **UNITED STATES DISTRICT COURT**
2 **DISTRICT OF NEVADA**

3 SOLAR EXCLUSIVE, LLC,

Case No.: 2:23-cv-01623-APG-EJY

4 Plaintiff

Order for Entry of Judgment

5 v.

6 JOHNATHON OROW,

7 Defendant

8 Plaintiff Solar Exclusive, LLC sued defendant Johnathon Orow for breach of contract,
9 breach of the implied covenant of good faith and fair dealing, and alternatively, for unjust
10 enrichment. I previously granted Solar Exclusive's motion for summary judgment on its breach
11 of contract claim in the amount of \$51,890, plus attorney's fees and costs. ECF No. 25. I
12 dismissed Solar Exclusive's alternative unjust enrichment claim as moot, and I directed Solar
13 Exclusive to clarify if its claim for breach of the covenant of good faith and fair dealing is
14 duplicative of its breach of contract claim. *Id.* Finally, I granted Solar Exclusive's request for
15 summary judgment that it is entitled to attorney's fees and costs and directed Solar Exclusive to
16 move for fees and costs consistent with Federal Rule of Civil Procedure 54 and the Local Rules.
17 *Id.*

18 Solar Exclusive has now clarified that it consents to the dismissal of its breach of
19 covenant claim as moot. ECF No. 27. It also has filed a motion for attorney's fees and costs,
20 which I will address by separate order. ECF No. 26.

21 I THEREFORE ORDER that plaintiff Solar Exclusive LLC's claim for breach of the
22 covenant of good faith and fair dealing is denied as moot.
23

1 I FURTHER ORDER the clerk of court to enter judgment in favor of Solar Exclusive
2 LLC and against defendant Johnathon Orow in the amount of \$51,890, and to close this case.

3 DATED this 23rd day of August, 2024.

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5 ANDREW P. GORDON
6 UNITED STATES DISTRICT JUDGE
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